EXHIBIT 1

SDL
ENTERPRISE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
WITH OPTIONAL HOSTING FACILITY

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 31st August, 2006 (the "Effective Date"), by and between **SDL plc**, a company incorporated under the laws of England and Wales ("SDL"), with an address at Globe House, Clivemont Road, Maidenhead, Berkshire SL6 7DY, England, and **Avaya Inc,** a New Jersey corporation, with an address at 211 Mt. Airy Road, Basking Ridge, NJ 07920 ("Avaya"), hereinafter referred to as "Customer" and describes the terms and conditions pursuant to which SDL will license to Customer and maintain the Software (as defined below).

In consideration of the mutual promises and obligations set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **DEFINITIONS.**
   1.1 "Authorized Users" means those named employees and/or licensees of Customer that are authorized to access or use the Software, and for which Customer has obtained specific authorization. The number of Authorized Users licensed hereunder is set forth in Exhibit A.
   1.2 "Confidential Information" has the meaning set forth in Section 7.1.
   1.31 "Customer" means Avaya, its affiliates and subsidiaries
   1.3 "Device" means a storage device, such as a network server, used to install or run the Software.
   1.4 "Documentation" means SDL's end-user documentation, training materials, specifications, notes and technical documents for the Software, to the extent SDL develops such documentation.
   1.5 "Hosting Environment" means a data hardware configuration and structure as detailed in Exhibit B capable of being accessed remotely by Customer for the purposes of sending, processing and receiving data.
   1.6 "Initial Support Period" has the meaning set forth in Section 4.2.
   1.7 "License Fee" has the meaning set forth in Section 4.1.
   1.8 "Maintenance" has the meaning set forth in Section 8.1.
   1.9 "Maintenance Fee" has the meaning set forth in Section 4.2.
   1.10 "Renewal Support Period" has the meaning set forth in Section 4.2.
   1.11 "Software" means the software products identified in Exhibit A and any Upgrades thereto and any Documentation therefor.
   1.12 "Support" has the meaning set forth in Section 8.1(b).
   1.13 "Term" has the meaning set forth in Section 9.1.
   1.14 "SDL Claims" has the meaning set forth in Section 5.3(a).
   1.15 "Upgrades" means all subsequent public releases of the Software. Upgrades shall exclude functionality (however denominated) that SDL licenses as a separate chargeable component or as a separate product.
   1.16 "Warranty Period" has the meaning set forth in Section 5.1(b).
2. **LICENSE GRANT.**
   2.1 License. Subject to the terms and conditions of this Agreement, SDL hereby grants to Customer a worldwide, perpetual, non-exclusive, non-transferable, and non-sublicensable license to use the Software.
   2.2 Terms and Restrictions. Customer agrees to the following limitations and restrictions on its use of the Software:
      (a) Either where the license is hosted, as indicated in Exhibit A:
         (i) Authorized Users. Customer shall permit access to or use of the Software only by those employees or licensees of Customer who are Authorized Users, the number of which shall not exceed the number of Authorized Users set forth on Exhibit A. Customer may not store or install the Software on any Device.
         (ii) No Copying. Customer shall not copy the Software or, except for a reasonable number of copies, Documentation.

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(iii) No Transfer or Rental. Except as expressly authorized herein, Customer shall not transfer, lease, loan, resell for profit, distribute, or otherwise grant any rights in the Software or Hosting Environment in any form to any other party.

(iv) No Reverse Engineering. Customer shall not modify, copy, adapt, decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from, the Software or Hosting Environment in whole or in part.

(b) Or where the license is not hosted, as indicated in Exhibit A:

(i) Authorized Users. Customer shall permit access to or use of the Software only by those employees or licensees of Customer who are Authorized Users, the number of which shall not exceed the number of Authorized Users set forth on Exhibit A. Customer may store or install the Software on a Device, used only to install or run the Software on a workstation, terminal, or other device over an internal network; provided, however, that Customer must acquire and dedicate an additional license for each Device on or from which the Software is installed, used, accessed, displayed, or run. A license for the Software may not be shared or used concurrently on different Devices. By dedicating a license to a Device, Customer is assigning the license exclusively to that Device for an indefinite period of time. Notwithstanding the foregoing, throughout the term of the Agreement, Customer may transfer or migrate the Software for storage on any other of its internal operating systems or supported platforms at no additional charge.

(ii) No Copying. Except for a reasonable number of copies for back-up or archival purposes, Customer shall not copy the Software or Documentation. Customer shall include all copyright and other proprietary rights notices included on the Software on all copies of the Software prepared by or for Customer. In no event shall Customer remove, modify, or obscure any such notices.

(iii) No Transfer or Rental. Except as expressly authorized herein, Customer shall not transfer, lease, loan, resell for profit, distribute, or otherwise grant any rights in the Software in any form to any other party.

(iv) No Reverse Engineering. Customer shall not modify, copy, adapt, decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from, the Software in whole or in part.

2.3 Delivery. As soon as practical after the Effective Date, SDL shall deliver to Customer at the address specified in Exhibit A below the Software and the corresponding Documentation via FTP download or shall make the Software available for use through the Hosting Environment.

3. **PROPRIETARY RIGHTS.** The license granted pursuant to Section 2 above does not constitute a transfer or sale of SDL's ownership rights in or to the Software or Hosting Environment. All right, title and interest, including all intellectual property rights, in and to the Software (including any copies or subsequent versions or enhancements thereof) and Hosting Environment (including any and all software developed to provide an integration link between the Customer's system and the Hosting Environment) shall remain the exclusive property of SDL, subject to the rights expressly granted to Customer hereunder.

4. **FEES AND EXPENSES.**

4.1 License Fees. In consideration of the license granted pursuant to Section 2.1, Customer shall pay SDL the license fee set forth in Exhibit A hereto (the "License Fee").

4.2 Maintenance Fee. In exchange for SDL's performance of Maintenance for a period of one (1) year from the Effective Date (the "Initial Support Period"), Customer shall pay SDL the annual maintenance fee set forth in Exhibit A hereto (the "Maintenance Fee"), which shall remain in effect for a period of one (1) year from the Effective Date, and may be renewed thereafter for successive one (1) year terms (each, a "Renewal Support Period"). SDL will provide written

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notice to the Customer not less than sixty (60) days prior to the end of the Initial Support Period or Renewal Support Period by way of an invoice for the next Renewal Support Period. The Customer may elect to proceed with the next Renewal Support Period, or may terminate this Agreement as of the end of the Initial Support Period or a Renewal Support Period (as the case may be), by means of written notice to SDL delivered at least thirty (30) days before the Initial Support Period or Renewal Support Period expires. The Maintenance Fee shall not increase in the first or second Renewal Support Period, and in any subsequent Renewal Support Period maintenance may not increase by a value greater than the lesser of the Consumer Price Index (CPI) or 5% per annum. CPI as used herein means the U.S.Consumer Price Index for all Urban Consumers, U.S. City Average – All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics ("Maintenance Fee Increase Limitation"). SDL shall be obliged to offer maintenance support for the products set out in Appendix A at their then current release level for a period of not less than 5 years from their release.

4.3   Payment Terms. All amounts owing hereunder shall be paid in United States Dollars SDL shall invoice Customer for all fees due under this Agreement (including all fees due pursuant to the Exhibits). Accurate invoices shall be due and payable in full within forty-five (45) days after the date of Customer's receipt of such invoice. Fees shall fall due when stated in Exhibit A.

4.4   Taxes, Duties and Levies. All license fees, fees for services and other payments to SDL are exclusive of any and all taxes, duties or levies assessed by applicable governmental authorities. All such taxes, duties and levies (exclusive of any taxes based upon SDL's income) shall be assumed by and paid for by Customer.

5. **LIMITED WARRANTIES AND DISCLAIMER.**

5.1   Warranty. SDL warrants as follows:

(a)   It is a company duly organized, validly existing and in good standing under the laws of England and Wales, with the full power and authority to enter into and perform according to the terms of this Agreement and grant the license rights set forth herein.

(b)   For a period of six (6) months after the date the Software is received by Customer (the "Warranty Period"), the Software (including any Upgrades thereto) (i) shall conform to, and perform in substantial accordance with, the Documentation; (ii) will not contain any viruses; and (iii) will not include or contain any "computer viruses" or "time bombs" as those terms are commonly understood in the information process industry, timer, clock, counter, backdoor, other routine, design or unpublished means of entering the Software which causes the Software to be monitored, erased, to become inoperable or otherwise incapable of being used in the full manner for which it was designed and licensed.

(c)   SDL owns the Software, including all associated intellectual property rights, or otherwise has the right to grant Customer the right and license provided in this Agreement, and that neither the Software nor the Documentation infringes any valid patent, or any copyrights, trademarks, or other proprietary rights of any third parties.

The procedures set forth in Section 5.2 shall provide SDL's sole and exclusive liability and Customer's sole and exclusive remedy for any alleged breach of Section 5.1(b), and the procedures set forth in Section 5.3 shall provide SDL's sole and exclusive liability and Customer's sole and exclusive remedy for any alleged breach of Section 5.1(c).

5.2   Remedy for Breach of Section 5.1(b). During the Warranty Period, if the Software does not perform as warranted and Customer notifies SDL in writing of such non-performance, SDL shall, at its option, use reasonable efforts to cure any defects in the Software, or replace such Software free of charge. In the event that SDL is unable to correct any defect that significantly restricts use of the Software or to replace the Software (or component thereof), then SDL shall refund to Customer the amounts paid for the defective Software, including but not limited to any Maintenance Fees, and terminate this Agreement. The warranty set forth above is made to and for the benefit of Customer only. The

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warranty shall apply only if: (a) the applicable component of the Software has been properly installed or used at all times in accordance in all material respects with the Documentation; (b) no modification, alteration or addition has been made to the Software; and (c) the Software has not been subject to misuse, neglect or unusual physical, electrical or electromagnetic stress, or some other type of accident. THE FOREGOING PROVISIONS OF THIS SECTION 5.2 STATE CUSTOMER'S SOLE REMEDY FOR BREACH OF THE WARRANTY IN SECTION 5.1(b) ABOVE.

5.3   Remedy for Breach of Section 5.1(c). The following provisions of this Section 5.3 state Customer's sole remedy for breach of Section 5.1(c) above:

(a)   SDL will, at its expense and Customer's request, defend any third party claim or action brought against Customer, (i) which, if true, would constitute a breach of the warranty contained in Section 5.1(c) ("SDL Claims"), and SDL will indemnify and hold Customer harmless from and against any costs, damages and fees reasonably incurred by Customer or awarded against them, including but not limited to fees of attorneys and other professionals, that are attributable to such SDL Claims. Customer will: (i) provide SDL reasonably prompt notice in writing of any SDL Claim and permit SDL, through counsel acceptable to SDL, to answer and defend such SDL Claim; and (ii) provide SDL information, assistance and authority, at SDL's expense, to help SDL to defend such SDL Claim. SDL will not be responsible for any settlement made by Customer without SDL's written permission, which permission will not be unreasonably withheld, conditioned, or delayed.

(i) Customer will, at its expense, have the right to employ separate counsel and participate in the defence of any SDL Claim. SDL will reimburse Customer upon demand for any payments made or loss suffered by it at any time after the date hereof, based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect to any damages related to any SDL Claim.

(ii) SDL may not settle any SDL Claim on Customer's behalf without first obtaining Customer's written permission, which permission will not be unreasonably withheld, conditioned, or delayed. In the event Customer and SDL agree to settle a SDL Claim, SDL agrees not to publicize the settlement without first obtaining Customer's written permission, which permission will not be unreasonably withheld, conditioned, or delayed.

(iii)   SDL will not have any liability to Customer under this Section 5.3 to the extent that any claim alleging infringement by the Software is based upon (A) software, code or other work product created by SDL in accordance with Customer's specifications (unless SDL had actual knowledge that such Software actually was infringing); (B) Customer's combination of any Software with hardware or software items not provided by SDL or not contemplated by the Documentation; or (C) Customer's modification of any Software.

(b)   Notwithstanding anything in this Section 5.3 to the contrary, should the Software or portion thereof be held to constitute an infringement and use as contemplated by this Agreement be enjoined or be threatened to be enjoined, SDL will notify Customer and promptly, at SDL's option and expense: (i) procure for Customer the right to continue using the Software or portion thereof; or (ii) replace or modify the Software or portion thereof with a version that is non-infringing, provided that the replacement or modified version does not materially impact the functionality of Software or portion thereof. If (i) or (ii) are not available to SDL, SDL may terminate this Agreement and refund to Customer all amounts paid to SDL by Customer under this Agreement with respect to such infringing Software or portion thereof, subject to a reasonable offset to reflect any unencumbered use by Customer prior to the date of such termination.

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(c)   SDL and Customer agree that the foregoing indemnity obligations shall survive the termination or expiration of this Agreement.
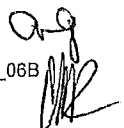
5.4   Disclaimer. SDL DOES NOT WARRANT THAT THE SOFTWARE SHALL BE FREE FROM ALL DEFECTS OR ERRORS OR THAT THE COMPONENTS OF THE SOFTWARE ARE DESIGNED TO MEET ALL OF CUSTOMER'S BUSINESS REQUIREMENTS. EXCEPT AS SET FORTH ABOVE, SDL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING OR RELATING TO THE SOFTWARE, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT.

6.   **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SDL'S LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR THE USE OF THE SOFTWARE OR HOSTING ENVIRONMENT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SDL UNDER THIS AGREEMENT, EXCEPT THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO (a) ANY CLAIMS ARISING OUT OF SDL'S BREACH OF LICENSING, CONFIDENTIALITY, WARRANTY AND INDEMNIFICATION OBLIGATIONS HEREUNDER, (b), PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, DIRECTLY CAUSED BY OR SUSTAINED IN CONNECTION WITH SDL'S PERFORMANCE OF THE SERVICES HEREUNDER; OR (c) ANY CLAIMS ARISING OUT OF OR RELATING TO ANY NEGLIGENT, INTENTIONAL OR FRAUDULENT ACTS OF SDL. IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE FOR LOST PROFITS OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.   **CONFIDENTIALITY.**

7.1   Confidential Information. The Parties acknowledge that by reason of their relationship hereunder that each may have access to certain information and materials concerning the other Party's business, plans, services, the Software (in object or source code form), inventions, designs, marketing, finances, formulas, research, Customers, technology, products and other business information or trade secrets that such other Party treats as confidential ("Confidential Information"). The Parties agree that neither shall use in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information revealed to it by the other Party, as long as such information is marked "Confidential" or "Proprietary", or information provided by one Party to the other verbally, provided that the disclosing Party (i) informs the receiving Party of its confidential or proprietary nature at the time of disclosure and (ii) summarizes the confidential or proprietary information in writing to the receiving Party within 30 days of disclosure. The Parties shall take every reasonable precaution to protect the confidentiality of such Confidential Information of the other Party for a period of five (5) years.

7.2   Exceptions. Confidential Information shall not include information which (a) becomes a part of the public domain through no act or omission of the receiving Party; (b) was in the receiving party's lawful possession prior to the disclosure by the disclosing Party and had not been subject to limitations on disclosure or use, as shown by the receiving Party's files existing at the time of disclosure; (c) is independently developed by the receiving Party's employees or independent contractors who have not had access to the Confidential Information; (d) is lawfully disclosed hereafter to the receiving Party, without restriction, by a third party who did not acquire the information directly or indirectly from the disclosing Party; or (e) is required to be disclosed by law or by order or requirement of a court, administrative agency, or other governmental body, provided, that the receiving Party will provide prompt, advance notice thereof to enable the disclosing Party to seek a protective order or otherwise prevent such disclosure .

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8. **MAINTENANCE.** During the Initial Support Period (and any renewals or extensions thereof), SDL shall provide Maintenance to Customer, subject to its payment of the Maintenance Fee, as set forth in Exhibit A.

    8.1 Maintenance Defined. "Maintenance" shall include:

        (a) Upgrades to Software;

        (b) Technical assistance by personnel fully trained and qualified by SDL to assist or otherwise enable customers to implement and use the Software in accordance with its corresponding documentation and specifications, including trouble-shooting and similar problems but exclusive of implementation (delivered as a separate, chargeable service)—all in accordance with the terms and conditions of this Agreement and as more particularly described in Exhibit C ("Support");

        (c) Documentation updates, if any;

        (d) Customer bulletins;

        (e) Access to Software support and maintenance information, if any, however made available by SDL; and

        (f) Error corrections commensurate with the initial response times and priority levels, as set forth in Exhibit C hereto.

    8.2 Survival of Software License. Termination of Maintenance by either party shall not affect the Software license granted hereunder, which shall remain in full force and effect, subject to Section 10.

    8.3 Third Party Rights. For the avoidance of doubt, Maintenance shall extend solely to Customer and not to any third party, including, without limitation, any subcontractors or vendors of Customer.

9. **HOSTING.** During the Initial Support Period (and any renewals or extensions thereof), SDL shall provide hosting to Customer if specified in Exhibit A and subject to Customer payment of the Hosting Fee, as set forth in Exhibit A. Such hosting shall comprise access to the Hosting Environment as set forth in Exhibit B hereto.

10. **TERM AND TERMINATION.**

    10.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for the period set forth in Exhibit A, unless earlier terminated as provided herein ("Term").

    10.2 Termination of Agreement. This Agreement, including all licenses granted hereunder, may be terminated as follows:

        (a) By either party, immediately upon written notice of termination to the other party, in the event of a material breach of this Agreement by the other party which remains uncured for a period of sixty (60) days, or where such breach entails the failure to pay fees due, thirty (30) days, after written notice of such breach is provided to the breaching party;

        (b) By either party, immediately upon written notice of termination to the other party, in the event the other party: (i) becomes insolvent; (ii) makes an assignment for the benefit of creditors; (iii) files a voluntary bankruptcy petition; (iv) acquiesces to any involuntary bankruptcy petition; (v) is adjudicated bankrupt; or (vi) ceases to do business;

        (c) By SDL immediately upon written notice of termination in the event of any breach of Sections 2.1 or 2.2, or in accordance with Section 5.2.

    10.3 Termination of Agreement for Convenience of Avaya.

        Avaya reserves the right to terminate the Agreement in whole or in part at any time with or without cause upon five (5) days' written notice to Supplier. Upon termination, Avaya's payment obligations shall be limited to the amounts owed up to the termination date.

    10.4 Limited Refund. Except as set forth in Sections 5.2 and 10.2(a), in the event of any termination hereunder, Customer shall not be entitled to any refund of any payments made by Customer hereunder. In the event of Customer's termination of this Agreement under Section 10.2, Customer shall be entitled to a pro rata refund of any License and Maintenance Fees for which Customer prepaid up to the date of Customer's notice to SDL of its material breach of the Agreement.

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10.5 <u>Effect of Termination</u>. Upon the expiration or termination of this Agreement, Customer shall immediately cease use of the Software and other Confidential Information, and shall irretrievably delete and/or remove such items from all Devices. Within thirty (30) days after expiration or termination of this Agreement, shall destroy all tangible copies of the Software and Confidential Information in every form. A representative of Customer's organization with the express authority to make such representation shall certify in writing to SDL that it has performed the foregoing. In the event that the hosting option has been contracted for, SDL shall promptly transfer to Customer, any and all stored Customer data on any and all of its hosted systems either in the form of a CD or DVD media, or in an electronic file emailed or securely transferred at Customer's discretion and direction. Upon notification by Customer of receipt of this stored data, SDL shall promptly destroy or delete any remaining Customer data on its hard drive or other systems, media or electronic memory or devices, and shall certify such destruction, or deletion, in writing, to Customer.

10.6 <u>Survival</u>. The provisions of Sections 1, 2.1, 2.2, 3, 5, 6, 7, 10.3, 10.4, 10.5, and 13, as well as any obligations of either party that have accrued prior to termination of this Agreement (including but not limited to payment obligations) shall survive termination of this Agreement.

11. **AUDIT RIGHTS**. SDL reserves the right to audit Customer's use of the Software upon reasonable advance notice, no more than once per calendar year, at SDL's expense. Any such audit shall be conducted during normal business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. If such audit reveals that Customer is not using the Software in accordance with the material terms and conditions of this Agreement, (a) Customer shall promptly cease such unauthorized use; and (b) SDL reserves the right to charge Customer applicable license fees for any unauthorized use of the Software. Customer reserves the right to Audit, or have Customer's agent audit SDL's systems, and billing records pertaining to the accuracy of the billing no more than once per calendar year, at Avaya's expense. Any such audit shall be conducted during normal business hours at SDL's facilities and shall not unreasonably interfere with SDL's business activities.

12. PUBLICITY

Neither Avaya nor Supplier shall use the other party's name or refer to the other party directly or indirectly in any media release, public announcement or public disclosure relating to the Agreement or its subject matter, including in any promotional or marketing materials, customer lists, referral lists or business presentations, without the prior written consent from the other party for each such use or release. Each party agrees not to display or use, in advertising or otherwise, any of the other party's marks without the other party's prior written consent, which consent may be given or withheld in that party's sole discretion.

13. **GENERAL**.

13.1 <u>Assignment</u>. Either party may assign all of its rights and obligations under this Agreement to its owner or successor in business by giving notice in writing to the other party. However, Customer will have the right to assign the Agreement and its rights or obligations under it, in whole or in part, to any present or future affiliate able to perform its obligations under this Agreement or to any entity which acquires from Customer the operating assets utilized by Customer to fulfil its obligations under the Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.2 <u>Non-Exclusive Agreement</u>. Nothing in this Agreement shall be construed as prohibiting SDL from licensing the Software to other parties or from providing services similar to those described herein to other parties or for Avaya to contract with other parties with similar services or software.

13.3 <u>Independent Contractors</u>. The relationship between the parties to this Agreement is and shall be that of independent contractors. It is expressly agreed that nothing in this Agreement shall be construed to create or imply a partnership, joint venture, agency relationship or contract of employment. Neither party shall have the authority to make any statement, representation or commitment

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of any kind, or to take any action, that shall be binding on the other party, except as authorized in writing by the party to be bound.

13.4 Force Majeure. Non-performance of either party, except for the making of payments, shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the nonperforming party.

13.5 Entire Agreement; Amendment. This Agreement (together with the exhibits attached hereto) constitutes the entire agreement between SDL and Customer regarding the subject matter hereof. All prior or contemporaneous agreements, proposals, understandings and communications between SDL and Customer regarding the subject matter hereof, whether oral or written, are superseded by and merged into this Agreement. Neither this Agreement nor any exhibit hereto may be modified or amended except by a written instrument executed by both SDL and Customer.

13.6 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavour in good faith to agree to such amendments that shall preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

13.7 Notices. All notices, consents and other communications hereunder shall be provided in writing and shall be delivered personally, by registered or certified mail (return receipt requested) or by facsimile or similar method of communication, or by overnight courier with a recognized international carrier, to include receipt signature, to the parties at the addresses set forth in Exhibit A (or such other address as may have been furnished by or on behalf of such party by like notice). Communications sent by facsimile shall be deemed effectively delivered upon dispatch. Communications sent by registered or certified mail shall be deemed effectively delivered five (5) calendar days after mailing, by overnight courier, 2 days after mailing.

13.8 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time shall not be construed and shall not be deemed to be a waiver of such party's rights under this Agreement and shall not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

13.9 Headings. The article, section and subsection headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation or construction of any provision of this Agreement.

13.10 Export Restrictions. Customer agrees to comply fully with all relevant export laws and regulations to ensure that no information or technical data provided pursuant to this Agreement, including, but not limited to, the Software and the Documentation, is exported or re-exported directly or indirectly in violation of law. Customer may not download, export, or re-export the Software (a) into, or to a national or resident of, any country to which the United States or the United Kingdom has embargoed goods (including by the U.K.'s Export Control Organization's Sanctions Regimes Currently Implemented list), or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

13.11 Governing Law; Consent to Jurisdiction. The Agreement and all transactions under it shall be governed by the laws of the State of New York, United States of America, excluding its choice of laws rules and without regard to the provisions of any state Uniform Computer Information Transactions Act or similar federal or state laws or regulations. Supplier agrees to submit to the

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jurisdiction of any court wherein an action is commenced against Avaya based on a claim for which Supplier has agreed to indemnify Avaya under the Agreement.

13.12 [Intentionally blank]

13.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be original, but all of which together shall constitute a single instrument.

13.14 English Language. The English language shall be used exclusively by the parties and each of their representatives (a) in the drafting, negotiation, and interpretation of this Agreement, including all amendments, exhibits, schedules, and addenda hereto, and (b) in any formal or informal discussions, proceedings or writings concerning any of the terms or provisions of this Agreement or the execution thereof.

13.15 Insurance. Supplier shall maintain and cause Supplier's subcontractors to maintain the following minimum insurance limits and coverages during the term of the Agreement:

1. As concerns workers employed in the United States and Canada, Worker's Compensation and Employer's Liability insurance, covering each employee of the Supplier engaged in the performance of work under this Agreement, with minimum limits of liability in accordance with applicable state law in the case of Workers' Compensation insurance, and with not less than the following limits of liability in the case of Employers Liability insurance:
    Workers' Compensation – Coverage A – Statutory
    Employers Liability – Coverage B – Each Accident - $1,000,000
    Policy Limit - $1,000,000
    Each Employee by Disease - $1,000,000

2. Commercial General Liability insurance, written on an occurrence basis including coverage for contractual liability, products and completed operations, personal injury, bodily injury and broad form property damage with liability limits not less than $2,000,000 per occurrence and annual aggregate.

3. Professional Liability insurance with limits not less than $2,000,000 per claim and annual aggregate covering the errors and omissions of the Supplier. This coverage shall be procured and maintained for a period of at least three (3) year after completion of the Agreement.

Total per occurrence limits for coverage required above may be satisfied with any combination of primary and umbrella/excess liability policies.

All Commercial General Liability and Automobile Liability insurance should be primary and non-contributory. If requested by Customer, SDL shall provide a letter under which SDL's insurer for General Liability shall agree to note the interest of Customer with regard to this Agreement.

Prior to the start of work Supplier and all of Supplier's subcontractors shall furnish Certificates of Insurance or adequate proof of the foregoing insurance. Company shall be notified in writing at least thirty (30) days prior to cancellation of a policy. Insurance companies providing coverage will be rated by A.M. Best with at least an A- rating.

IN WITNESS WHEREOF the parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

SDL plc

By: _____
Name (print): AUSTAIR GORDON
Title: DIRECTOR
Date: 31 AUGUST 2006

Avaya Inc.

By: _____
Name (print): Chuck Richmond
Title: SR, MGR
Date: 09/06/06

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EXHIBIT A

Software: SDL Translation Management System base licence for one server
                        SDL MultiTerm
                        SDL Trados 2006 (including SDLx)

Version: TMS Version 2006 SP1, MultiTerm Version 2006 SP1, SDL Trados Version 2006.

Components: SDL Translation Management System includes translation memory database,
                        workflow engine, portal access, integration with SDL MultiTerm. SDL
                        MultiTerm includes terminology database, editor and viewer user capability in
                        accordance with capacity limits outlined below. SDL Trados 2006 is a self
                        contained desktop product.

Term of Agreement: Perpetual

Hosting facility: TMS and MultiTerm will be hosted by SDL. SDL Trados 2006 is a desktop
                        product and will reside on equipment operated by Customer.

Currency: US Dollars ($)

Licence Fee: $150,000

Maintenance Fee: $22,500 per annum variable in accordance with the terms of this Agreement

Hosting Fee: $20,000 per annum, fixed with regard to usage, capacity limits, number of
                        authorised users and number of Author Assistant licenses or SDL Trados
                        licenses.

Usage: *Capacity limits:*

                        TMS base licence includes 1.7 million words of English language material
                        (known as "Source Words") per annum. Source Words are only considered
                        within this allowance if the words are actually processed for translation, and
                        not if they are matched by the translation memory process. In the first year of
                        operation only, the base licence includes 3.0 million Source Words.

                        Number of Authorised Users:

                        TMS may be used by unlimited numbers of users. MultiTerm may be used from
                        within TMS by any of those users. Stand alone use of MultiTerm is limited to 20
                        concurrent users on "view only" basis, and 10 concurrent users on "editing"
                        basis. These are known and "Terminology Viewers" and "Terminology Editors".
                        SDL Trados 2006 is licensed on a per seat basis. 3 (three) seats are included
                        in the Licence Fee set out above.

                        Customer shall have the right solely for its internal business purposes to
                        distribute the Software to as many employees and/or any vendors to Customer
                        as reasonably deemed necessary by the Customer, provided that the Software
                        is not used at any time by more than the number of Authorised Users licensed
                        hereunder. "Vendor" in this context means a language service provider
                        engaged now or in the future to provide language-related services to the
                        Customer. Customer shall not otherwise use the Software or access or
                        otherwise use the Software in any manner that would violate the End User
                        Licence Agreement.

Expansion Options: Commercial agreement relating to the options available to the Customer for
                        their discretional purchase of further capacity, products or Authorised Users is
                        as follows:

                        CMS connectors: software to enable bidirectional transfer of source and
                        translated material between a content management system and SDL TMS,
                        licensed per connector, of which one is required for connection to each discrete
                        content management system:

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Single fee licence per connector: $30,000
Annual maintenance per connector: $4,500

Multiterm client licences: Additional concurrent client licences for
Multiterm are available as either "Terminology Viewers" or "Terminology
Editors". Each additional licence for "Terminology Viewers" carries a fee of
$300, and each additional licence for "Terminology Editors" carries a fee of
$600. In each case, the licence fee for additional Multiterm licences carries an
annual support and maintenance fee of 15% per annum, variable in
accordance with the terms of this Agreement.

SDL Trados 2006:   Additional licences attract a licence fee of $1,000 and
an annual support and maintenance fee of 15% variable in accordance with the
terms of this Agreement.

Additional capacity: capacity increases allowing for increased increments of
source word throughput, referred to as "TMS Content Scaling". Each increment
provides for an ongoing annual increase of 500,000 words in the source word
throughput capacity.

For increments between 1.7million and 2.7million: $75,000 per 500,000 words
For increments between 2.7million and 3.7million: $68,750 per 500,000 words
For increments between 3.7million and 4.7million: $62,500 per 500,000 words
For increments between 4.7million and 5.7million: $56,250 per 500,000 words
For increments between 5.7million and 6.7million: $50,000 per 500,000 words
For increments between 6.7million and 7.7million: $43,750 per 500,000
words.

Once annually, the parties will review utilisation of Source Words and will
determine if any increase in licensed capacity is necessary.

Author Assistant: Author Assistant is a server based software product with
named client licensing, that allows a user of client products such as Microsoft
Word to access SDL TMS Translation Memories and SDL Multiterm databases in
order to compare authored material and suggest changes that will increase the
percentage of match to existing material, thus lowering the amount of
authored material requiring translation. The server part of the product attracts
a licence fee of $30,000 and includes the first 10 client licences. Additional
client licences attract a licence fee of $1,500. Total licence fees for Author
Assistant attract an annual support and maintenance fee of 15% variable in
accordance with the terms of this Agreement.

Licence fee cap: The maximum licence fee payable under this agreement,
including any additional capacity and the CMS connector licenses but not
including Author Assistant or any additional licenses as described in this
section, is $700,000. At the point that a license fee of $700,000 is reached for
the relevant license, such licences become "unlimited" with regard to volume.

*Terms specific to Author Assistant Licenses, Additional Licenses and Additional
Capacity:*   Fees for any Author Assistant or additional licence as
described in this section or for additional capacity as described in this section
shall fall due immediately and shall be payable in accordance with the payment
terms given in the Agreement. Annual maintenance fees associated with
Author Assistant and/or additional licenses shall initially be pro-rated for the
remainder of the annual period of maintenance for the Software, and the
annual amount shall subsequently be added to the Maintenance Fees for
subsequent periods for which the Customer elects to take Maintenance.
Maintenance shall not be available for Author Assistant or for additional
licenses other than for periods for which maintenance is taken for the initially
licensed Software.

Pricing validity: The expansion option pricing set out in this Exhibit A is valid
indefinitely.

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Fee Due Dates: The License Fee and the first Maintenance Fee and the first Hosting Fee shall be invoiced on or after the Effective Date of this Agreement.

Any Maintenance Fee subsequent to the first Maintenance Fee shall be invoiced on or after the start of the Renewal Support Period to which it applies.

Any Hosting Fee subsequent to the first Hosting Fee shall be portioned into quarters, each such quarter-amount shall be invoiced on or after at the start of the three-month period for which it applies. In the event that the Client terminates Hosting under the terms of this Agreement, the Client shall be entitled to a refund of that portion of a paid quarterly Hosting Fee which applies to any period after the date of such termination.

Parties' Notice Addresses:

SDL:

SDL plc
Globe House, Clivemont Road,
Maidenhead, Berkshire SL6 7DY
England
Facsimile: +44 1628 416386
Attn: Head of Commercial Contracts

Customer:

For matters relating to the Agreement:
Avaya
1300 West 120th Ave, D4-H62
Westminster, CO 80234
USA
Phone: +1.303.538.1636
Attn: Technical Manager - ECAD Localization

For matters relating to invoicing for licence fees and other fees due:
Avaya
1300 West 120th Ave, D4-H62
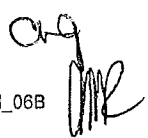Westminster, CO 80234
USA
Attn: General Counsel

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<u>**EXHIBIT B**</u>
HOSTING FACILITY AGREEMENT

This appendix, where relevant, should be read in conjunction with the Package Licence Agreement

HOSTING SERVICES

1. The hosting services will include providing 10MBPS access or better to an internet based web server, at a location specified in advance by SDL, for the purpose of hosting Customer's Database.

COMPLIANCE WITH LAWS

2. Customer will use SDL's hosting services and facilities in a manner that does not violate any applicable law or regulation.

LIMITATION ON USE

3. The hosting services are provided for Customer's individual business, and Customer may not transfer any connections nor resell or otherwise dispose of any of the hosting services to any third party except its third party contracted service provider(s) without the prior written consent of SDL, such consent shall not be reasonably withheld. SDL may not engage subcontractors to perform the hosting services, without the prior written consent of Customer, such consent not to be unreasonably withheld, and provided that such subcontractors comply with the terms of this appendix. Customer shall endeavour to notify SDL in writing of any expected unusual database usage as soon practicable after becoming aware of such likely usage. Unusual database usage might typically be an instance in which volume of source words or number of submitted files are expected to be three (3) or more times their typical average monthly values based upon the past six (6) months traffic, or upon the monthly proportion of annually contracted source words. For the avoidance of doubt, the purpose of this notification is to provide SDL with opportunity to carry out load balancing activity on the hosting services to assist in the provision of consistent service delivery.

DATABASE CONTENT

4. Customer will supply all text and other data for the database and SDL will have no obligation to supplement, modify, alter, review, or edit any data that forms or goes to make up the database at any time unless specifically authorised by Customer, in which case any such work shall be governed by the terms agreed between Customer and SDL. SDL acknowledges that the database is the property of Customer and that SDL shall have no proprietary interest therein. SDL shall

   a. use the database strictly as necessary to carry out its obligations hereunder, and for no other purpose whatsoever;

   b. permit SDL's employees and agents to access the database only where absolutely necessary for the purposes of providing or supporting the hosting services hereunder;

   c. require such employees and agents to treat the content of the database with complete confidentiality.

SECURITY

5. SDL shall ensure that all hosted environments meet the following physical security requirements:

   a. Single point of entry to hosting areas;

   b. Main access monitored with additional access for emergency purposes only;

   c. Access validation with identity check;

   d. Access only to persons on SDL approved access list.

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SDL shall also ensure that all hosted environments meet the following electronic security conditions:

a. Log-in validation;

b. Creation of accounts only as verified by SDL or sub-contracted hosting provider;

c. Secure encrypted connections to access servers;

d. Servers running behind secure firewall.

WARRANTIES

6. SDL warrants that, other than during periods of scheduled maintenance, the hosting services will be provided with an uptime of at least 99.0%. SDL shall provide notification of the scheduled maintenance periods to Customer at least 5 business days in advance, such scheduled maintenance shall be limited to 4 hours per month on average. Should the 99.0% uptime, with scheduled maintenance excepted, not be achieved twice in a rolling calendar year, SDL shall provide a 10% of the monthly fee credit on the following hosting services quarterly invoice. If it is missed a third time in a 12 month rolling period, a 15% service credit will be calculated in the same way deducted on the following hosting services quarterly invoice. A fourth miss will result in a 25% credit calculated in the same way on the following hosting services quarterly invoice. In the event that a 5th miss occurs, a 50% credit calculated in the same way shall be applied to the following hosting services quarterly invoice. If the uptime is less than 94.5% then an additional 20% service credit calculated in the same way shall be applied to the following hosting services quarterly invoice. Force majeure events that impact the uptime shall be exempt from the uptime calculation. The hosting services are provided with no other warranties of any kind and SDL does not warrant that the hosting services will be uninterrupted or error-free.

TERMINATION OF HOSTING SERVICES BY SDL

7. SDL may discontinue providing the hosting services to Customer for conduct by Customer that breaches this Agreement, provided that SDL shall have first notified Customer in writing of the suspected breach and given at least sixty (60) days in which to cure the same, unless the breach relates to non payment of fees due, in which case, SDL shall have given at least thirty (30) days in which to cure the same. If the hosting services are terminated for any reason SDL shall promptly provide Customer with the information contained in the Customer's database by electronic or some other means of transmission as may be agreed between the parties. Customer shall not be entitled to a refund for the unused portion of any hosting services.
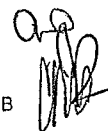
TERMINATION OF HOSTING SERVICES BY CUSTOMER

8. Customer may terminate this hosting agreement at any time by providing SDL with at least five (5) days advance written notice, in which case the following will apply:

a. Customer shall be entitled to use the database on Customer's own server, or to host the database on a third party server;

b. SDL will promptly provide Customer with the information contained in Customer's database by electronic or other means.

INDEMNIFICATION

9. Customer agrees to indemnify and hold harmless SDL, its officers, agents, directors, and employees against any and all claims, actions, proceedings, expenses, damages and liabilities (including but not limited to any governmental investigations, complaints and actions) and reasonable attorney's fees arising out of, or in connection with any claim arising out of the content of the database.

DATA PROTECTION

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10. Both parties shall be responsible for full compliance with all data protection regulations and other principles enshrined in law, if any, affecting the database where such database contains personal data. No non-public personal data shall be provided by Customer to SDL under this Agreement without the express written consent of both parties. In the event that Customer wishes to supply non-public personal data to SDL Customer shall propose additional terms or an additional set of undertakings concerning such data for SDL's acceptance, such acceptance not to be unreasonably withheld.

DATA BACKUP

11. SDL will ensure that hosted data is backed up not less frequently then once in every 24 hour period and kept offsite at a suitable retention site. Such backup media shall be kept for a minimum of 30 days (excluding Saturdays, Sundays and Public Holidays).

CATEGORIES AND RESPONSE TIMES

12. Hosting Support is provided in the following categories:

Category 1 – A connectivity problem, within the confines of the network directly under SDL's control, causing a complete system breakdown or serious disruption of the business process for which no work-around can be put in place.

Category 2 - A server hardware error causing a complete system breakdown or serious disruption of the business process for which no work-around can be put in place.

Category 3 – An operating system error causing a complete system breakdown or serious disruption of the business process for which a work-around can be put in place.

Category 1 error reports will be handled by SDL within 2 (two) working hours.
Category 2 error reports will be handled by SDL within 4 (four) working hours.
Category 3 error reports will be handled by SDL within 8 (eight) working hours.

SDL will make commercially reasonable efforts to solve the reported problems within the following periods:

Category 1   within four working hours

Category 2   within three working days

Category 3   two working days, dependant upon Operating System vendor support

For the purposes of this Section 12, working hours and working days are: 09:00 to 17:00 Central European Time other than weekends and national holidays in England, and 09:00 to 17:00 Pacific Standard Time other than weekends and national holidays in California, in both cases as adjusted for summer time.

SDL will endeavour to meet the specified response times as defined above, but makes no guarantee of immediate problem resolution.

SCHEDULED MAINTENANCE

13. As part of SDL's server hosting service, regular maintenance is completed on each server. During the execution of this maintenance performance may be adversely affected. During weekly maintenance and under exceptional circumstances the server may need to be restarted, resulting in up to 15 minutes downtime.

The following table shows start and end times (GMT/BST) for the three scheduled maintenance slots.

	Asia Slot	Europe Slot	USA Slot
Mon-Fri	18:00 – 20:00	21:00 – 23:00	02:00 – 04:00

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| Sat & Sun | 18:00 – 00:00 | 21:00 – 03:00 | 02:00 – 08:00 |
| USA Slot | | | |

[Asia / Europe / USA]

Customer Contact to receive notifications of planned outages and downtime:

Name: Barbara J. Scott

Position: Technical Manager - ECAD Localization

E-mail Address: barbaraadams@avaya.com

Telephone Number: +1.303.538.1636

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EXHIBIT C
SUPPORT AGREEMENT

ARTICLE 1 - DEFINITIONS

In this Exhibit, the following words shall have the following meaning:

- Agreement: the Enterprise Software License and Maintenance Agreement of which this Exhibit forms part.
- Response time: the maximum period which may elapse between the time at which a problem is notified and the time at which SDL starts to solve the problem.
- Software: the computer software program as defined in the Agreement.
- Support Services: the provision of such services by SDL to Customer as may be necessary or required to facilitate the reasonably uninterrupted and problem free operation of the Software.
- Working days: Monday to Friday, with the exception of official public holidays in the United Kingdom.
- Working hours: working days from 0900 to 1800 hours GMT/BST (as appropriate).

ARTICLE 2 – GENERAL

1. As long as Customer purchases/receives Support Services from SDL, SDL will provide the same to Customer from one or more designated locations. .

2. Customer's designated representative(s) shall request Support via SDL's on-line customer support centre or by such other means as SDL may reasonably designate. SDL will provide Support to Customer only through its designated representatives.

    a. Maximum Number of Customer designated representatives: _____ [2, unless indicated].
    b. Customer designated representatives (s) (include name, address, telephone, facsimile, email):
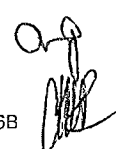
    _____
    _____

3. The Support Services herein shall continue from year to year unless terminated or discontinued in accordance with the Agreement.

4. Where Exhibit A indicates that the Software is licensed for installation on Customer site, Customer shall remain fully responsible to maintain adequate hardware, operating systems, backend databases, virus protection, database and operating system backup procedures, data recovery programs, and the like descriptions of which shall be provided in writing by SDL

ARTICLE 3 – SOFTWARE SUPPORT

1. Second-line support by on-line customer support centre shall be the preferred method of communication during the term of the Agreement.

2. Support and assistance on third-party software is included insofar as this is required to support the Software supplied by SDL.

ARTICLE 4 – COMMUNICATION AND REVIEW

1. Parties have specified contact details for day-to-day operational contact (insofar as required) regarding the execution of the Support Services.

    a. SDL:
        Telephone Support: +44 (0)114 253 5250
        (or such other number(s) as may be notified from time to time)
        E-mail Support: SDLTMSSUPPORT@SDL.COM

    b. Customer: Barbara J. Scott
        Telephone: +1.303.538.1636
        E-mail: barbaraadams@avaya.com

2. Parties will discuss the support service level provided by SDL regularly (at least once a year), in order to improve co-operation in that respect.

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ARTICLE 5 - ADMINISTRATION

1. SDL will log all the support requests by Customer by on-line customer support centre, including

    a. Date and time of reception of the request

    b. Name of the Customer contact person

    c. Short description of the request or report

    d. Date and time that handling of the request or report starts

    e. Date and time that an error report is solved

    f. Names of the SDL employees receiving and handling the requests/reports.

2. If so requested by Customer, SDL will provide copies of the administration logs to Customer within two business days of the request.

ARTICLE 6 – CATEGORIES AND RESPONSE TIMES

1. Support is provided in the following categories:

    Category 1 - A Software error causing a complete system breakdown, or a Software error causing serious disruption of the business process for which no work-around can be put in place.

    Category 2   - A Software error causing a complete system breakdown, or a Software error causing serious disruption of the business process for which a work-around can be put in place.

    Category 3 - Software errors that   do not fall in category 1 or 2.

2. Category 1 error reports will be handled by SDL within 4 (four) working hours.
Category 2 error reports will be handled by SDL within 8 (eight) working hours.
Category 3 error reports will be handled by SDL within 2 (two) working days.

3. SDL will use commercially reasonable endeavours to solve the reported problems within the following periods:

    Category 1   within one day

    Category 2   within one week

    Category 3   in the next Update (or not to exceed 3 months)

4. Support Services are provided by SDL on Software-related matters only. Maintenance of Customer data is not included in this Agreement.

5. SDL will make commercially reasonable efforts to meet the specified response times as defined above, but makes no guarantee of immediate problem resolution. Handling shall be defined as commencing solution or "work around" efforts and reporting back to the reporter of the error that work is underway. Additionally, SDL shall keep detailed reports of the time of receipt of an error report and the time that the error report was dispatched to a technician and solution work commenced. These reports will be produced and submitted to Avaya within 10th day of the following month that activity is being reported for and will form the basis of the following service credits:

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a. If in a hosted solution, if SDL exceeds the four working hours limit on Category 1 error reports, or eight working hours limit on category 2 reports for handling between 3 and 5 times in a one calendar month period, then a 10% service credit on the next hosting services quarterly invoice will be taken. If SDL exceeds the same limits 6 to 9 times in a one calendar month period, then a 15% service credit on the next hosting services quarterly invoice will be taken. If SDL exceeds the same limits 10 or more times, then a 20% service credit on the next hosting services quarterly invoice will be taken. However, notwithstanding the aforementioned, SDL shall have one month exempted from the first tier only: exceeding the time limit for category 1 and 2 issues 3 to 5 times in one calendar month. Service credits for this sub-section shall be applied to Hosting Fees as reduced by any service credits awarded for Hosting Fees under Exhibit B to this Agreement.

b. If in a non-hosted solution, if SDL exceeds the four working hours limit on Category 1 error reports, or eight working hours limit on category 2 reports for handling between 3 and 5 times in a one calendar month period, a 5% service credit on the next software maintenance invoice will be taken. If SDL exceeds the same limits 6 to 9 times in a one calendar month period, then a 7.5% service credit on the next software maintenance invoice will be taken. If SDL exceeds the same limits 10 or more times, then a 10% service credit on the next software maintenance invoice will be taken. However, notwithstanding the aforementioned, SDL shall have one month exempted from the first tier only: exceeding the time limit for category 1 and 2 issues 3 to 5 times in one calendar month.

6. For the purposes of this Article 6, working hours and working days are: 09:00 to 17:00 Central European Time other than weekends and national holidays in England, and 09:00 to 17:00 Pacific Standard Time other than weekends and national holidays in California, in both cases as adjusted for summer time.

ARTICLE 7 – CUSTOMER'S RIGHTS AND RESPONSIBILITIES

1. Customer shall provide first-line support to its internal users. This shall consist of taking the first intake of all questions/remarks regarding the Software and passing them on to the Customer specialists, who shall endeavour to solve the problems.

   If the knowledge of the Customer specialists is insufficient, SDL shall be contacted for second-line support.

2. Customer shall notify SDL promptly following the discovery of a Software error. Customer shall assist SDL in the solving of any reported problem by providing a listing of output and any other data that SDL may need to reproduce the Software error.

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